

ORIGINAL

Before the
FEDERAL COMMUNICATIONS COMMISSION

Washington, D.C. 20554

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In the Matter of)

)
Amendment of Section 73.202(b))
Table of Allotments)
FM Broadcast Stations)
(Farmersville, Blue Ridge,)
Bridgeport, Eastland,)
Flower Mound, Greenville,)
Henderson, Jacksboro, Mineola,)
Mt. Enterprise, Sherman and)
Tatum, Texas; and Ada, Ardmore)
and Comanche, Oklahoma))

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF SECRETARY

MM Docket No. 96-10
RM-8738
RM-8799
RM-8800
RM-8801

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To: Chief, Allocations Branch
Policy and Rules Division
Mass Media Bureau

**SUPPLEMENT TO JOINT REQUEST
FOR SETTLEMENT**

Hunt Broadcasting, Inc. and Cowboy Broadcasting, L.L.C. ("KIKM"), by their counsel, hereby submit a supplement to the "Joint Request for Settlement" filed on May 24, 1996. The Joint Settlement contained the executed agreements of Galen O. Gilbert, Thomas S. Desmond, and Farmersville Radio Group in which each of these parties agreed to withdraw his/its pending proposal in exchange for reimbursement of expenses. With respect to Farmersville Radio Group, the agreement provided for a proposal to allot Channel 221A at Farmersville, Texas. Executed certification statements in accordance with Section 1.420(j) were submitted with one party providing an itemization of expenses incurred in this

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proceeding. KIKM reported that it would supply the remaining itemization statements at a later date as a Supplement.

1. Attached hereto are the additional itemizations of expenses and the required certification statements. In addition, the executed settlement agreement and Certification Statement from Greenville Broadcasting is supplied. These documents complete the statements that are needed to fulfill the requirements of Section 1.420(j) in this proceeding. For convenience, all four complete agreements, certifications, and itemizations are provided herein.

Comanche, Oklahoma

2. In a separate filing, "Joint Reply Comments to Counterproposals" also filed on May 24, 1996, KIKM reported that it had become aware that Comanche Radio, L.L.C. claimed to be the licensee of Station KDDQ(FM), Comanche, Oklahoma. Earlier, KIKM had reached agreement with Harold Cochran who claimed to be the licensee of KDDQ. Cochran had sold the station to Comanche Radio, L.L.C., but the Commission's records did not confirm that the transaction was ever consummated. Furthermore, the station was off the air at that time. Rather than attempt to determine which party is currently the licensee, KIKM entered into negotiations with Comanche Radio, L.L.C., as well and has now finalized an agreement whereby KIKM would reimburse Comanche Radio, L.L.C., for its willingness to agree to the substitution of Channel 246A for

Channel 245C2^{1/} at Comanche at a new transmitter location. Comanche Radio, L.L.C., has provided a statement in support of the proposed downgrade.


3. As a result of these settlement agreements and the withdrawal of the "Comments of Comanche Radio, L.L.C.", there are no adverse parties remaining in this proceeding. Thus, there should no longer be any obstacles to favorable consideration of this proposal.

4. Accordingly, Hunt Broadcasting, Inc., Cowboy Broadcasting, L.L.C., and the joint parties to the counterproposal urge the Commission to grant the "Joint Counterproposal"^{2/} for reasons previously provided.

Respectfully submitted,

HUNT BROADCASTING, INC.
COWBOY BROADCASTING, L.L.C.

By:


Mark N. Lipp

Mullin, Rhyne, Emmons and Topel, P.C.
1225 Connecticut Avenue, N.W., #300
Washington, D.C. 20036
(202) 659-4700

Their Counsel

July 18, 1996

^{1/} Comanche Radio, L.L.C., filed an application for Channel 245C2 on May 2, 1996 (BPH-960502ID). It has agreed to withdraw this application if the instant rule making is granted.

^{2/} On page 11 of the Joint Counterproposal filed April 5, 1996, the call sign of Station WVMX was incorrectly stated. A substitute page with the correct call sign is attached hereto.

(8) KMOO

15. KMOO is licensed to KMOO, Inc., and currently operates on Channel 244A as a 3 kW facility. The proposed substitution of Channel 260A at Mineola will provide a 6 kW Class A channel for the community. Channel 260A can be substituted at Mineola if Channel 260C3 is deleted at Henderson and Channel 262A allotted to Tatum as mentioned in Section 7, supra. Channel 262A can thereby be used at KMOO's current transmitter site and provide an increase in the 60 dBu coverage area by 768 sq. km and a net population gain of 10,277 persons. KMOO expresses in an attached verified statement its intent to apply for Channel 260A at Mineola if the requested substitution is made and construct the facility.

(9) KVMX

16. KVMX is licensed to Cowboy Broadcasting, L.L.C., at Eastland, Texas. Although the requested substitution of Channel 236A can be allotted at KVMX's current site, KVMX desires to relocate its transmitter site and as can be seen from the attached channel study, Channel 236A provides a large area in which to relocate. KVMX states, by the undersigned counsel, that it intends to apply for Channel 236A at a new transmitter site which serves Eastland and construct the new facility if authorized.

CONSENT AGREEMENT

This Agreement is made and entered into this 10th day of July, 1996, by and between Hunt Broadcasting, Inc., licensee of Station KIKM(FM), Sherman, Texas ("KIKM"), and Comanche Radio, L.L.C., licensee of Station KDDQ(FM), Comanche, Oklahoma ("KDDQ").

WHEREAS, KIKM filed a rulemaking proposal with the Federal Communications Commission ("FCC") on April 5, 1996, to change the channels allotted for Stations KIKM and KDDQ; and

WHEREAS, KIKM intends to upgrade its class of channel to Channel 244C at a specific transmitter site and community of license; and

WHEREAS, KDDQ was previously granted an upgrade to Channel 245C2 but is currently operating as a Class A station on Channel 244A with 3 kW; and

WHEREAS, KDDQ is willing to change its channel from Channel 245C2 to Channel 246A, operate with 6 kW and relocate its transmitter site, if necessary;

NOW THEREFORE, in consideration of the mutual agreement of the parties contained herein, KIKM and KDDQ agree as follows:

4. In the event that the FCC does not grant the requested changes by KIKM but does grant some lesser improvement which requires KDDQ to change channels, KIKM will have the option (a) to withdraw its rulemaking proposal and terminate this Agreement without liability to KDDQ or (b) to remain responsible for the payment of \$ provided for herein within 10 days after such lesser improvement becomes final.

5. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. This Agreement contains the entire agreement between the parties and may not be amended except by written amendment signed by both parties.

7. This Agreement shall be enforceable by specific performance.

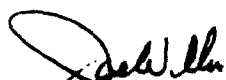
8. This Agreement may be signed in counterparts.

WHEREFORE, the parties hereto have caused this Agreement to be signed and executed by their proper corporate officers.

1. KIKM will file reply comments for submission to the FCC with written consent from Comanche Radio, L.L.C., as the existing licensee to the requested changes to KDDQ's license.

2. In consideration for KDDQ's agreement to the requested changes, KIKM will pay to KDDQ the sum of Dollars () within ten (10) days after a rulemaking order granting the request becomes final, i.e., no longer subject to administrative or judicial review under applicable law. The payment by KIKM will cover, inter alia, the reimbursable costs related to KDDQ having to change frequency, transmitter site, including engineering and legal fees, necessary equipment purchases and promotional costs. This payment will be secured through the purchase of an irrevocable letter of credit in the amount of \$ drawn upon Bank One, Texas, N.A., with the Southmayd & Miller Escrow Account as the beneficiary.


3. Each party agrees that it will interpose no objection to the request of the other party to change channel, class and/or community of license consistent with the other party's proposal. In addition, KDDQ agrees to forebear from instituting any action, civil or criminal, against Hunt Broadcasting, Inc., its principals, consultants, counsel, or other individuals connected with Hunt Broadcasting, Inc., related to any action involving KDDQ and Harold Cochran.



Joe Willis
Manager
Comanche Radio, L.L.C.

James Hunt
President
Hunt Broadcasting, Inc.

Joe Willis
Manager
Comanche Radio, L.L.C.



Janice Hunt
President
Hunt Broadcasting, Inc.

DECLARATION OF COMANCHE RADIO, L.L.C.

Comanche, Oklahoma

I hereby agree to have Station KDDQ's channel changed to Channel 246A at Comanche, Oklahoma. Station KDDQ currently operates as a 3 kW facility on Channel 244A and has filed an application to increase to Class C2 on Channel 245. That application will be withdrawn upon approval of this request if still pending at that time. If a permit has been issued, I will apply to downgrade the station at a new transmitter site. By moving to Channel 246A, KDDQ can increase to a full 6 kW power. I understand that this statement may be used in a filing at the Federal Communications Commission and I hereby authorize its use for that purpose.

I verify that this statement is true, complete and correct to the best of my knowledge and belief and is made in good faith.

A handwritten signature in black ink, appearing to read "Joe Willis", is written over a horizontal line.

Joe Willis

Manager

Comanche Radio, L.L.C.

SETTLEMENT AGREEMENT

This Agreement is made and entered into as of this 23rd day of May, 1996, between Thomas S. Desmond ("Desmond") and Hunt Broadcasting, Inc. ("Hunt") in connection with MM Docket 96-10.

WHEREAS, Hunt has filed a rule making proposal requesting changes in the Table of FM Allotments for a number of FM stations; and

WHEREAS, Desmond has also filed a rule making proposal in this same proceeding to allot Channel 260A to Blue Ridge, Texas; and

WHEREAS, the Hunt and Desmond rule making proposals are mutually exclusive; and

WHEREAS, the parties to this Agreement desire to resolve the mutual exclusivity in this proceeding;

NOW, THEREFORE in consideration of the mutual undertakings of the parties as set forth herein and intending to be legally bound, Hunt and Desmond agree as follows:

1. Desmond shall join in a pleading in which he withdraws his request for Channel 260A at Blue Ridge, Texas.

2. Within five (5) days of FCC approval of this Settlement Agreement, Hunt shall pay all of Desmond's legitimate and prudent expenses incurred by participating in this proceeding as evidenced by the attached Certification. Hunt shall escrow or provide a personal guarantee for the total expenses within ten days of receiving the itemization of expenses. In all other respects, the parties are responsible for their own expenses.

3. Each party agrees that it will interpose no objection to the proposals of the other party in this proceeding.

4. The parties shall take such further action and execute further documents as may be necessary to implement the provisions of this Agreement.

5. This Agreement shall inure to the benefit of, and be binding upon the parties and their respective successors and assigns.

6. This Agreement constitutes the entire Agreement between the parties and may not be amended except by written amendment signed by both parties.

7. This Agreement may be enforceable by specific performance.

8. This Agreement may be executed in counterparts.

WHEREFORE, the parties have entered into this Agreement as evidenced by their respective signatures.


Thomas S. Desmond


Janice Hunt, President
Hunt Broadcasting, Inc.


6. This Agreement constitutes the entire Agreement between the parties and may not be amended except by written amendment signed by both parties.

7. This Agreement may be enforceable by specific performance.

8. This Agreement may be executed in counterparts.

WHEREFORE, the parties have entered into this Agreement as evidenced by their respective signatures.

Thomas S. Desmond


James Hunt, President
Hunt Broadcasting, Inc.

CERTIFICATION

I, Thomas S. Desmond, filed a rule making proposal to allot Channel 260A to Blue Ridge, Texas. I have entered into a Settlement Agreement with Hunt Broadcasting, Inc., whereby I agree to withdraw my proposal for Channel 260A at Blue Ridge, Texas, in exchange for my reasonable and prudent expenses totaling \$7,179.21. An itemization of these expenses is attached. I certify that my proposal was not filed for the purpose of obtaining a settlement, and I have not received or been promised any money or other consideration in excess of my legitimate and prudent expenses.

I hereby certify that these statements are true, complete and correct and are made in good faith to the best of my knowledge and belief.


Thomas S. Desmond

5/24/96
Date

2. I reiterate that I have not filed my allotment proposals to reach or carry out a settlement agreement with Hunt Broadcasting, Inc., Cowhoy Broadcasting, L.L.C., or any other person or entity. The sole consideration I am to receive is the reimbursement of my expenses, detailed above, pursuant to the Settlement Agreement filed with the FCC on May 24, 1996, in MM Docket No. 96-10. No other agreements or understandings, verbal or written, exist between myself and any other party about dismissal of my allotment proposals in MM Docket No. 96-10. The consideration that I will receive in return for the dismissal of my rule-making filings does not and will not exceed my legitimate and prudent expenses. This settlement will serve the public interest because it will terminate this proceeding and thereby permit the prompt initiation of new and improved FM broadcast service to several Texas communities.

Executed this Fourteenth day of June, 1996.

THOMAS S. DESMOND

A handwritten signature in black ink, appearing to read "T. S. Desmond", written in a cursive style.

FURTHER CERTIFICATION OF THOMAS S. DESMOND

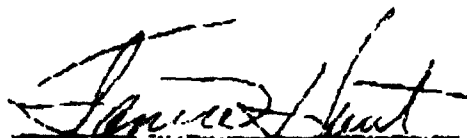
I, THOMAS S. DESMOND hereby certify and declare, under penalty of perjury, that the following is true and correct:

1. In connection with my efforts to allot an FM Channel to the community of Leonard, Texas, and my subsequent efforts to allot an FM channel to the community of Blue Ridge, Texas, I have incurred a variety of expenses, including fees for the services of a professional engineer and a communications attorney, the costs of topographic maps and long-distance telephone calls, and mileage in visiting the communities in question and their surrounding areas. The particulars of my expenses are as follows:

(a)	Professional Fees: Stephan M. Kramer, P.E. and Associates Consulting Engineers	\$2300.00
(b)	Professional Fees: Bernstein and McVeigh Communications Attorneys	4521.23
(c)	Topographic Maps	30.32
(d)	Long-Distance Telephone Charges	129.57
(e)	Mileage: Trips to Blue Ridge, Leonard, and Map Store 639 miles @ 0.31/mile	198.09
	Total	\$7179.21

CERTIFICATION

I, Janice Hunt, President of Hunt Broadcasting, Inc., hereby state that I have not paid or promised to pay to Thomas S. Desmond any consideration in excess of his legitimate and prudent expenses in exchange for the modification or withdrawal of his rule making proposal. I certify that this statement is true, complete and correct and is made in good faith to the best of my knowledge and belief.


Janice Hunt, President
Hunt Broadcasting, Inc.

5-24-86
Date

SETTLEMENT AGREEMENT

This Agreement is made and entered into as of this 23rd day of May, 1996, between Greenville Broadcasting ("GB") and Hunt Broadcasting, Inc. and Cowboy Broadcasting, L.L.C. ("Hunt") in connection with MM Docket 96-10.

WHEREAS, Hunt has filed a rule making proposal requesting changes to the FM Table of Allotments for a number of FM stations;

WHEREAS, GB has filed a rule making proposal in this same proceeding to allot Channel 260C3 to Greenville, Texas; and

WHEREAS, the Hunt and GB rule making proposals are mutually exclusive; and

WHEREAS, the parties to this Agreement desire to resolve the mutual exclusivity in this proceeding;

NOW, THEREFORE in consideration of the mutual undertakings of the parties as set forth herein and intending to be legally bound, Hunt and GB agree as follows:

1. GB shall file a pleading in which it withdraws its interest in Channel 260C3 at Greenville, Texas.

2. Within five (5) days of FCC approval of this Settlement Agreement, Hunt shall pay by certified check all of GBs legitimate and prudent expenses incurred by participating in this proceeding in the amount described in the attached Certification. In all other respects, the parties are responsible for their own expenses.

3. Each party agrees that it will interpose no objection to the proposals of the other party in this proceeding.

4. The parties shall take such further action and execute further documents as may be necessary to implement the provisions of this Agreement.

5. This Agreement shall inure to the benefit of, and be binding upon the parties and their respective successors and assigns.

6. This Agreement constitutes the entire Agreement between the parties and may not be amended except by written amendment signed by both parties.

7. This Agreement may be enforceable by specific performance.

8. This Agreement may be executed in counterparts.


WHEREFORE, the parties have entered into this Agreement as evidenced by their respective signatures.

Albert Chavez
Albert Chavez, General Partner

Julio Ruiz, President
Ruiz Broadcasting, Inc.

WHEREFORE, the parties have entered into this Agreement as evidenced by their respective signatures.

Greenville Broadcasting


James H. Hunt, President
Hunt Broadcasting, Inc.

STATEMENT

I, Albert Chavez, as a General Partner of Greenville Broadcasting, filed a rule making proposal to allot Channel 260C3 to Greenville, Texas. I have entered into a Settlement Agreement with Hunt Broadcasting, Inc. and Cowboy Broadcasting, L.L.C., whereby I agree to withdraw my proposal for Channel 260C3 at Greenville, Texas, in exchange for my reasonable and prudent expenses totaling \$ 18,525.30. Statements in support of these expenses are attached. I certify that my proposal was not filed for the purpose of obtaining a settlement, and I have not received or been promised any money or other consideration in excess of my legitimate and prudent expenses.


I hereby certify that these statements are true, complete and correct and are made in good faith to the best of my knowledge and belief.

Albert Chavez
Greenville Broadcasting
Albert Chavez, General Partner

5/24/95
Date

CERTIFICATION

I, Janice Hunt, President of Hunt Broadcasting, Inc., hereby state that I have not paid or promised to pay to Greenville Broadcasting any consideration in excess of its legitimate and prudent expenses in exchange for the withdrawal of its rule making proposal. I certify that this statement is true, complete and correct and is made in good faith to the best of my knowledge and belief.


Janice Hunt, President
Hunt Broadcasting, Inc.

5-24-96
Date

Suffin and Cavell, Inc.
Consulting Engineers
10300 Eaton Place, Suite #450
Fairfax, VA 22030
703-591-0110

INVOICE

May 31, 1996

Professional Services:

8.5 Hrs.	Eng. Assoc.	850.00
8.0 Hrs.	Eng. Assoc.	600.00
24.5 Hrs.	Princ. Eng.	3,675.00

Expenses:

Less Advance Payment: 0.00

Balance Due: \$5,125.00

A discount of 5% may be taken off professional services
if payment is received by June 10, 1996.

NOTE: An overdue fee of 1.5% will be applied if payment
is not received within 30 days of invoice date.

Please write your client and project numbers
on the bottom of your check. Thank you!